

12. The Financial Institution understands that any "CTR" not acknowledged as received by the Detroit Computing Center will be considered not filed.
- (a) If "CTRs" are not acknowledged as received within thirty days of transmission to the Detroit Computing Center, the Financial Institution will notify the Detroit Computing Center within forty-five days of transmission.
 - (b) If the Financial Institution receives an acknowledgement for a magnetically filed CTR which it did not submit to the Detroit Computing Center, the Financial Institution will notify the Detroit Computing Center by telephone within one business day of receipt of the erroneous report.
13. The Financial Institution agrees:
- (a) to secure, store, and retain for five years a copy of the magnetic media acknowledgement/submission translated to microfiche or other media from which a paper copy of the filing information can be made;
 - (b) that the information provided the IRS will be accessible and searchable by customer name;
 - (c) that paper copies of a magnetically filed CTR will be made available in response to any subpoena or legal process requesting that CTR, and that Financial Institution witnesses will be made available in any court proceeding involving a magnetic media submission to which the United States is a party; and
 - (d) that the microfiche or paper copies of the magnetic media submission will be made available to the Department of the Treasury or any bank supervisory agency in connection with any examination of Bank Secrecy act compliance.
14. The Financial Institution agrees that the advertising language it uses will not infer any special relationship with or endorsement of its services by the Department of the Treasury or the Internal Revenue Service.
15. The Financial Institution understands that the Director of the Office of Financial Enforcement, U.S. Department of the Treasury, may terminate immediately this agreement and the Financial Institution's participation in the Project at any time, for any reason, including the failure to file in accordance with the specifications, to maintain an acceptable level of quality of data submitted or to satisfy any of the terms of this agreement.
16. The Financial Institution agrees that any administrative appeal from a termination decision will be limited to the review procedures established by the Internal Revenue Service.
17. If the Decision to terminate the Financial Institution's participation in the Project is made, the financial Institution shall resume filing paper CTR documents immediately.

For the Financial Institution:

(Signed)

(Title)

(Date)